

ORDER FOR SUPPLIES OR SERVICES										PAGE 1 OF 14		
1. CONTRACT PURCH ORDER/AGREEMENT NO. <div style="border: 1px solid black; padding: 2px;">DAAE07-01-G-M002</div>			2. DELIVERY ORDER/CALL NO. <div style="border: 1px solid black; padding: 2px;">0023</div>		3. DATE OF ORDER/CALL (YYYYMMDD) <div style="border: 1px solid black; padding: 2px;">2004MAY28</div>		4. REQUISITION/PURCH REQUEST NO. <div style="border: 1px solid black; padding: 2px;">SEE SCHEDULE</div>		5. PRIORITY <div style="border: 1px solid black; padding: 2px;">DOA4</div>			
6. ISSUED BY TACOM WARREN BLDG 231 AMSTA-AQ-ALEA KAREN ILER (586)574-7157 WARREN, MICHIGAN 48397-5000 EMAIL: ILERK@TACOM.ARMY.MIL HTTP://CONTRACTING.TACOM.ARMY.MIL			CODE <div style="border: 1px solid black; padding: 2px;">W56HZV</div>		7. ADMINISTERED BY (If other than 6) DCMA CENTRAL PENNSYLVANIA- HERCULES AND BRADLEY TEAMS P.O. BOX 15512 YORK PA 17405-1512  SCD: C PAS: NONE ADP PT: HQ0337			CODE <div style="border: 1px solid black; padding: 2px;">S4201A</div>		8. DELIVERY FOB  <input type="checkbox"/> DESTINATION <input checked="" type="checkbox"/> OTHER (See Schedule if other)		
9. CONTRACTOR  UNITED DEFENSE, L.P. GROUND SYSTEMS DIVISION 1100 BAIRS ROAD PO BOX 15512 YORK, PA. 17405-1512  TYPE BUSINESS: Large Business Performing in U.S.			CODE <div style="border: 1px solid black; padding: 2px;">06085</div>		FACILITY <div style="border: 1px solid black; padding: 2px;"></div>		10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD)  SEE SCHEDULE			11. X IF BUSINESS IS <input type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMAN-OWNED		
14. SHIP TO <div style="border: 1px solid black; padding: 2px;">SEE SCHEDULE</div>			CODE <div style="border: 1px solid black; padding: 2px;"></div>		15. PAYMENT WILL BE MADE BY DFAS - COLUMBUS CENTER DFAS-CO/NORTH ENTITLEMENT OPERATION P.O. BOX 182266 COLUMBUS OH 43218-2266				CODE <div style="border: 1px solid black; padding: 2px;">HQ0337</div>		MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2	
16. TYPE OF ORDER		DELIVERY/ CALL <input checked="" type="checkbox"/>		THIS DELIVERY ORDER IS ISSUED ON ANOTHER GOVERNMENT AGENCY OR IN ACCORDANCE WITH AND SUBJECT TO TERMS AND CONDITIONS OF ABOVE NUMBERED CONTRACT.								
PURCHASE				Reference your <input type="checkbox"/> Oral <input type="checkbox"/> Written Quotation _____, Dated _____. furnish the following on terms specified herein.								
ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.												
<div style="display: flex; justify-content: space-between;"> <div>NAME OF CONTRACTOR</div> <div>SIGNATURE</div> <div>TYPED NAME AND TITLE</div> <div>DATE SIGNED (YYYYMMDD)</div> </div> <div style="margin-top: 5px;"><input checked="" type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies:</div>												
17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE <div style="border: 1px solid black; padding: 2px;">SEE SCHEDULE</div>												
18. ITEM NO.		19. SCHEDULE OF SUPPLIES/SERVICE				20. QUANTITY ORDERED/ ACCEPTED*		21. UNIT	22. UNIT PRICE		23. AMOUNT	
		SEE SCHEDULE CONTRACT TYPE: Firm-Fixed-Price  KIND OF CONTRACT: Supply Contracts and Priced Orders										
* If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.					24. UNITED STATES OF AMERICA VITO ZUCCARO /SIGNED/ ZUCCAROV@TACOM.ARMY.MIL (586)574-7076 BY: _____ CONTRACTING/ORDERING OFFICER					25. TOTAL \$3,551,290.00		
27a. QUANTITY IN COLUMN 20 HAS BEEN <input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO CONTRACT EXCEPT AS NOTED _____												
b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE						c. DATE (YYYYMMDD)		d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE				
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE						28. SHIP. NO.		29. D.O. VOUCHER NO.		30. INITIALS		
f. TELEPHONE NUMBER		g. E-MAIL ADDRESS				<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		32. PAID BY		33. AMOUNT VERIFIED CORRECT FOR		
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.						31. PAYMENT  <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				34. CHECK NUMBER		
a. DATE (YYYYMMDD)		b. SIGNATURE AND TITLE OF CERTIFYING OFFICER								35. BILL OF LADING NO.		
37. RECEIVED AT		38. RECEIVED BY (Print)		39. DATE RECEIVED (YYYYMMDD)		40. TOTAL CONTAINERS		41. S/R ACCOUNT NUMBER		42. S/R VOUCHER NO.		

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 2 of 14
	PIIN/SIIN DAAE07-01-G-M002/0023	MOD/AMD	
Name of Offeror or Contractor: UNITED DEFENSE, L.P.			

SUPPLEMENTAL INFORMATION

DEPARTMENT OF THE ARMY  
UNITED STATES ARMY TANK-AUTOMOTIVE COMMAND  
WARREN, MICHIGAN 48397-5000

AMSTA-AQ-AHLA

Mr. Raymond Folden  
United Defense, L.P.  
Ground Systems Division  
P.O. Box 15512  
York, PA 17405-1512

Dear Mr. Folden:

This letter constitutes a contract (DAAE07-01-G-M002, Delivery Order 0023) on the terms set forth herein and signifies the intention of the U.S. Army Tank-Automotive and Armaments Command to execute a formal firm fixed price type contract with you for the performance of the hardware set forth in the contract, upon the terms and conditions herein stated, which is incorporated in and made a part of.

You are directed in accordance with the clause entitled "Execution and Commencement of Work", to proceed immediately to commence performance of the work, and to pursue such work with all diligence to the end that the services may be performed within the time specified in the contract, or if no time is so specified, at the earliest practicable date. You shall, in addition, obtain such approvals in respect of commitments hereunder as may be specified in the contract.

In accordance with the clause entitled "Contract Definitization", you shall submit a proposal to the Government for the articles and services covered by this letter. Your proposal shall be supported by a cost breakdown and such other information as may be specified herein. A Certificate of Current Cost and Pricing Data shall be submitted upon agreement of contract price.

Please indicate your acceptance of the foregoing by signing this letter and returning it with all supporting documentation to this office.

This letter contract is entered into pursuant to 10 U.S.C. 2304(c)(2) and any required justification and approval has been executed.

Sincerely,

Vito Zuccaro  
Contracting Officer

EXECUTED AS OF THE DATE SHOWN BELOW:

\_\_\_\_\_

\_\_\_\_\_

BY: \_\_\_\_\_  
(Type above, name and position of Officer executing this acceptance)

\_\_\_\_\_  
DATE

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> DAAE07-01-G-M002/0023 <b>MOD/AMD</b>	<b>Page</b> 3 <b>of</b> 14
<b>Name of Offeror or Contractor:</b> UNITED DEFENSE, L.P.		

1. This action is Delivery Order 0023 and is issued pursuant to Basic Ordering Agreement (BOA) DAAE07-01-G-M002 for the purpose of obtaining the following:

<u>Noun</u>	<u>CLIN</u>	<u>Quantity</u>	<u>Proposed Price</u>	<u>X 50%</u>
A2 ODS Blue Force Tracking Kits (P/N: 57K4496)	0001AA	365	\$4,745,000.00	\$2,372,500.00
Shock Mount Kits (P/N: 12994856)	0002AA	408	\$ 269,280.00	\$ 134,640.00
A2 BFT Kits (P/N: 57K4495)	0003AA	43	\$1,419,000.00	\$ 709,500.00
A2 Applique Spares (P/N: 12994811-SP-KIT)	0004AA	9	\$ 25,650.00	\$ 12,825.00
A2 MTS Spares (P/N: 12994813-SP-KIT)	0005AA	9	\$ 8,550.00	\$ 4,275.00
ODS Applique Spares (P/N: 12994819-SP-KIT)	0006AA	73	\$ 565,750.00	\$ 282,875.00
ODS MTS Spares (P/N: 12994821-SP-KIT)	0007AA	73	\$ 69,350.00	\$ 34,675.00
Total			\$7,102,580.00	\$3,551,290.00

2. This contract is awarded as an Undefinitized Delivery Order (UCA) pursuant to 10 USC 2326 and DFARS Subpart 217.74. The total ceiling price for the effort is \$7,102,580, subject to negotiations. This award is funded at 50% of the ceiling price or \$3,551,290.

3. In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding \$3,551,290.

4. The Contractor shall promptly begin negotiations with the Contracting Officer the terms of a definitive contract. A firm-fixed price definitive contract is contemplated. The Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive contract that will include (1) all clauses required by the Federal Acquisition Regulation (FAR) on the date of execution of the letter contract, (2) all clauses required by law on the date of execution of the definitive contract, and (3) any other mutually agreeable clauses, terms, and conditions. The Contractor agrees to submit a fixed price proposal and cost or pricing data supporting its proposal.

5. The Contractor shall submit a firm proposal for the effort covered by this delivery order no later than 90 days after date of award of this Delivery Order.

6. If agreement on a definitive contract to supersede this letter contract is not reached by the target date in paragraph 5 of this section, or within any extension of it granted by the Contracting Officer, the Contracting Officer may, with the approval of the head of the contracting activity, determine a reasonable price or fee in accordance with Subpart 15.4 or Part 31, subject to Contractor appeal as provided in the Disputes clause. In any event, the Contractor shall proceed with completion of the contract, subject only to the Limitation of Government Liability clause.

7. The Contractor, by accepting this order, reaffirms that the Representations and Certifications previously furnished under BOA DAAE07-01-G-M002 are current, correct, and valid for this order.

8. The period of performance will be from date of award of the Order through 30 July 2005. Accelerated delivery is encouraged at no additional cost to the government.

9. The following clauses are added as part of this Delivery Order:

- a. 52.216-23 "Execution and Commencement of Work"
- b. 52.216-24 "Limitation of Government Liability"
- c. 252.217-7027 "Contract Definitization"

10. Accelerated delivery is encouraged at no additional cost to the government.

11. CLINs 0001AA, 0002AA, 0003AA, 0004AA, 0005AA, 0006AA and 0007AA are being established for purchase of the above items.

\*\*\* END OF NARRATIVE A 001 \*\*\*

**Name of Offeror or Contractor:** UNITED DEFENSE, L.P.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SUPPLIES OR SERVICES AND PRICES/COSTS				
0001	NSN: 9999-99-999-9999 FSCM: 19207 PART NR: 57K4496 SECURITY CLASS: Unclassified				
0001AA	<u>PRODUCTION QUANTITY</u>  NOUN: 3ID BFT KITS PRON: 7236F07072      PRON AMD: 03      ACRN: AA AMS CD: 31201678013  <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: COMMERCIAL LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial  <u>Inspection and Acceptance</u> INSPECTION: Origin      ACCEPTANCE: Origin  <u>Deliveries or Performance</u> DOC                      SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 001   W80KTY4110D001   Y00000    M                      1 <u>PROJ CD</u> <u>BRK BLK PT</u> GBB <u>DEL REL CD</u> <u>QUANTITY</u> <u>DEL DATE</u> 001                      25                      30-MAR-2005  002                      25                      30-APR-2005  003                      25                      30-MAY-2005  004                      25                      30-JUN-2005  005                      25                      30-JUL-2005  006                      25                      30-AUG-2005  007                      25                      30-SEP-2005  008                      25                      30-OCT-2005  009                      25                      30-NOV-2005  010                      25                      30-DEC-2005  011                      25                      30-JAN-2006  012                      25                      28-FEB-2006  013                      25                      30-MAR-2006	365	EA	\$ UNDEFINITIZED NOT TO EXCEED	\$ 2,372,500.00 \$ 4,745,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	014 25 30-APR-2006				
	015 15 30-MAY-2006				
	FOB POINT: Origin				
	SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.  <u>CONTRACT/DELIVERY ORDER NUMBER</u> DAAE07-01-G-M002/0023				
0002	NSN: 9999-99-999-9999 FSCM: 19207 PART NR: 12994856 SECURITY CLASS: Unclassified				
0002AA	<u>PRODUCTION QUANTITY</u>  NOUN: SHOCK MOUNTS (BFT) PRON: 7236F07372 PRON AMD: 03 ACRN: AA AMS CD: 31201678013  <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: COMMERCIAL LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial  <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin  <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 W80KTY4113D005 Y00000 M 1 <u>PROJ CD BRK BLK PT</u> GBB <u>DEL REL CD QUANTITY DEL DATE</u> 001 25 30-MAR-2005  002 25 30-APR-2005  003 25 30-MAY-2005  004 25 30-JUN-2005  005 25 30-JUL-2005	408	EA	\$ <u>UNDEFINITIZED</u> NOT TO EXCEED	\$ <u>134,640.00</u> \$ <u>269,280.00</u>

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-01-G-M002/0023 MOD/AMD	Page 6 of 14
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Name of Offeror or Contractor: UNITED DEFENSE, L.P.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<div>0062530-AUG-2005</div> <div>0072530-SEP-2005</div> <div>0082530-OCT-2005</div> <div>0092530-NOV-2005</div> <div>0102530-DEC-2005</div> <div>0112530-JAN-2006</div> <div>0122528-FEB-2006</div> <div>0132530-MAR-2006</div> <div>0142530-APR-2006</div> <div>0152530-MAY-2006</div> <div>0162530-JUN-2006</div> <div>017830-JUL-2006</div>				
	<div>FOB POINT: Origin</div> <div>SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</div> <div><u>CONTRACT/DELIVERY ORDER NUMBER</u> DAAE07-01-G-M002/0023</div>				
0003	<div>NSN: 9999-99-999-9999</div> <div>FSCM: 19207</div> <div>PART NR: 57K4495</div> <div>SECURITY CLASS: Unclassified</div>				
0003AA	<div><u>PRODUCTION QUANTITY</u></div> <div>NOUN: A2 BFT KITS PRON: 7236F08272 PRON AMD: 02 ACRN: AA AMS CD: 31201678013</div> <div><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: COMMERCIAL LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</div> <div><u>Inspection and Acceptance</u></div>	43	EA	<div>\$ <u>UNDEFINITIZED</u></div> <div>NOT TO EXCEED</div>	<div>\$ <u>709,500.00</u></div> <div>\$ <u>1,419,000.00</u></div>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	INSPECTION: Origin      ACCEPTANCE: Origin  <u>Deliveries or Performance</u> DOC                          SUPPL REL CD    MILSTRIP    ADDR   SIG CD   MARK FOR   TP_CD 001   W80KTY4132D001   Y00000   M       Y00000     1 PROJ_CD    BRK_BLK_PT GBB DEL_REL_CD       QUANTITY       DEL_DATE 001                   25                   30-MAY-2005  002                   18                   30-JUN-2005  FOB POINT: Origin  SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000)   SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.  MARK FOR:   SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.  CONTRACT/DELIVERY ORDER NUMBER DAAE07-01-G-M002/0023				
0004	NSN: 9999-99-999-9999 FSCM: 19207 PART NR: 12994811-SP-KIT SECURITY CLASS: Unclassified				
0004AA	<u>PRODUCTION QUANTITY</u>  NOUN: A2 BFT APPLIQUE SPARES(9 EA.) PRON: 7236F08572   PRON AMD: 02   ACRN: AB AMS CD: 31201678013  <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: COMMERCIAL LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial  <u>Inspection and Acceptance</u> INSPECTION: Origin      ACCEPTANCE: Origin  <u>Deliveries or Performance</u>	9	EA	\$ UNDEFINITIZED NOT TO EXCEED \$	\$ 12,825.00 \$ 25,650.00

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-01-G-M002/0023 MOD/AMD	Page 8 of 14
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Name of Offeror or Contractor: UNITED DEFENSE, L.P.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 001 W80KTY4132D004 Y00000 M 1 <u>PROJ CD</u> <u>BRK BLK PT</u> GBB <u>DEL REL CD</u> <u>QUANTITY</u> <u>DEL DATE</u> 001 9 30-MAY-2005  FOB POINT: Origin  SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.  <u>CONTRACT/DELIVERY ORDER NUMBER</u> DAAE07-01-G-M002/0023				
0005	NSN: 9999-99-999-9999 FSCM: 19207 PART NR: 12994813-SP-KIT SECURITY CLASS: Unclassified				
0005AA	<u>PRODUCTION QUANTITY</u>  NOUN: A2 MTS APPLIQUE SPARES PRON: 7236F08372 PRON AMD: 02 ACRN: AA AMS CD: 31201678013  <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: COMMERCIAL LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial  <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin  <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 001 W80KTY4132D002 Y00000 M 1 <u>PROJ CD</u> <u>BRK BLK PT</u> GBB <u>DEL REL CD</u> <u>QUANTITY</u> <u>DEL DATE</u> 001 9 30-MAR-2005  FOB POINT: Origin  SHIP TO: <u>PARCEL POST ADDRESS</u>	9	EA	\$ UNDEFINITIZED NOT TO EXCEED	\$ 4,275.00 \$ 8,550.00



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	(Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.  <u>CONTRACT/DELIVERY ORDER NUMBER</u> DAAE07-01-G-M002/0023				
0006	NSN: 9999-99-999-9999 FSCM: 19207 PART NR: 12994819-SP-KIT SECURITY CLASS: Unclassified				
0006AA	<u>PRODUCTION QUANTITY</u>  NOUN: BFT APPLIQUE SPARES KITS PRON: 7236F07272 PRON AMD: 04 ACRN: AA AMS CD: 31201678013  <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: COMMERCIAL LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial  <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin  <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 W80KTY4113D006 Y00000 M 1 <u>PROJ CD BRK BLK PT</u> GBB <u>DEL REL CD QUANTITY DEL DATE</u> 001 25 30-MAR-2005  002 25 30-APR-2005  003 23 30-MAY-2005  FOB POINT: Origin  SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.  <u>CONTRACT/DELIVERY ORDER NUMBER</u> DAAE07-01-G-M002/0023	73	EA	\$ UNDEFINITIZED NOT TO EXCEED	\$ 282,875.00 \$ 565,750.00

Name of Offeror or Contractor: UNITED DEFENSE, L.P.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007	NSN: 9999-99-999-9999 FSCM: 19207 PART NR: 12994821-SP-KIT SECURITY CLASS: Unclassified				
0007AA	<p><u>PRODUCTION QUANTITY</u></p> <p>73</p> <p>EA</p> <p>\$ <u>UNDEFINITIZED</u> \$ <u>34,675.00</u> NOT TO EXCEED \$ <u>69,350.00</u></p> <p>NOUN: ODS MTS APPLIQUE SPARES KITS PRON: 7236F08472 PRON AMD: 02 ACRN: AA AMS CD: 31201678013</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: COMMERCIAL LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 001 W80KTY4132D003 Y00000 M 1 <u>PROJ CD</u> <u>BRK BLK PT</u> GBB <u>DEL REL CD</u> <u>QUANTITY</u> <u>DEL DATE</u> 001 25 30-MAY-2005 002 25 30-JUN-2005 003 23 30-JUL-2005</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u> DAAE07-01-G-M002/0023</p>				

**Name of Offeror or Contractor:** UNITED DEFENSE, L.P.

INSPECTION AND ACCEPTANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.246-2	INSPECTION OF SUPPLIES--FIXED-PRICE	AUG/1996
2	52.246-4040 (TACOM)	INSPECTION AND ACCEPTANCE -- COUNT AND CONDITION	APR/2000

The Government will inspect the supplies described Section B of the contract. The inspection will be limited to count and condition only. This limited inspection does not waive any other rights of the Government under this contract.

[End of Clause]

CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/ ITEM	OBLG ACRN	STAT	ACCOUNTING CLASSIFICATION	JOB ORDER NUMBER	ACCOUNTING STATION	OBLIGATED AMOUNT
0001AA	7236F07072 31201678013 A13P301372EF	AA	1	21 32033000035R5R03P31201631E1 S20113	3ZGBFT	W56HZV \$	2,372,500.00
0002AA	7236F07372 31201678013 A13P301372EF	AA	1	21 32033000035R5R03P31201631E1 S20113	3ZGBFT	W56HZV \$	134,640.00
0003AA	7236F08272 31201678013 A13P301372EF	AA	1	21 32033000035R5R03P31201631E1 S20113	3ZGBFT	W56HZV \$	709,500.00
0004AA	7236F08572 31201678013 A13P301372EF	AB	1	21 32033000035R5R03P31201631EA S20113	3ZGBFT	W56HZV \$	12,825.00
0005AA	7236F08372 31201678013 A13P301372EF	AA	1	21 32033000035R5R03P31201631E1 S20113	3ZGBFT	W56HZV \$	4,275.00
0006AA	7236F07272 31201678013 A13P301372EF	AA	1	21 32033000035R5R03P31201631E1 S20113	3ZGBFT	W56HZV \$	282,875.00
0007AA	7236F08472 31201678013 A13P301372EF	AA	1	21 32033000035R5R03P31201631E1 S20113	3ZGBFT	W56HZV \$	34,675.00
						TOTAL \$	3,551,290.00
SERVICE					ACCOUNTING	OBLIGATED	
NAME	TOTAL BY ACRN	ACCOUNTING CLASSIFICATION			STATION	AMOUNT	
Army	AA	21	32033000035R5R03P31201631E1	S20113	W56HZV	\$	3,538,465.00
Army	AB	21	32033000035R5R03P31201631EA	S20113	W56HZV	\$	12,825.00
						TOTAL \$	3,551,290.00

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> DAAE07-01-G-M002/0023 <b>MOD/AMD</b>	<b>Page 13 of 14</b>
<b>Name of Offeror or Contractor:</b> UNITED DEFENSE, L.P.		

CONTRACT CLAUSES

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.216-23	EXECUTION AND COMMENCEMENT OF WORK	APR/1984

The Contractor shall indicate acceptance of this letter contract by signing three copies of the contract and returning them to the Contracting Officer not later than 7 June 2004. Upon acceptance by both parties, the Contractor shall proceed with performance of the work, including purchase of necessary materials.

[End of Clause]

2	52.216-24	LIMITATION OF GOVERNMENT LIABILITY	APR/1984
(a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding \$3,551,290. dollars.			
(b) The maximum amount for which the Government shall be liable if this contract is terminated is \$3,551,290 dollars. (End of clause)			

3	252.217-7027	CONTRACT DEFINITIZATION	OCT/1998
(a) A firm fixed price contract is contemplated. The Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive contract that will include (1) all clauses required by the Federal Acquisition Regulation (FAR) on the date of execution of the undefinitized contract action, (2) all clauses required by law on the date of execution of the definitive contract action, and (3) any other mutually agreeable clauses, terms, and conditions. The Contractor agrees to submit a firm-fixed price proposal and cost or pricing data supporting its proposal.			

(b) The schedule for definitizing this contract action is as follows:

Target Date for Definitization:	27 October 2004
Submission of Proposal:	27 August 2004
Beginning of Negotiations:	1 October 2004
Submission of Make-or-Buy:	N/A
Submission of Subcontracting Plan:	14 October 2004
Submission of Cost and Pricing Data:	14 October 2004

(c) If agreement on a definitive contract action to supersede this undefinitized contract action is not reached by the target date in paragraph (b) of this clause, or within any extension of it granted by the Contracting Officer, the Contracting Officer may, with the approval of the head of the contracting activity, determine a reasonable price or fee in accordance with Subpart 15.4 and Part 31 of the FAR, subject to Contractor appeal as provided in the Disputes clause. In any event, the Contractor shall proceed with completion of the contract, subject only to the Limitation of Government Liability clause.

(1) After the Contracting Officer's determination of price or fee, the contract shall be governed by-

- (i) All clauses required by the FAR on the date of execution of this undefinitized contract action for either fixed-price or cost-reimbursement contracts, as determined by the Contracting Officer under this paragraph (c);
- (ii) All clauses required by law as of the date of the Contracting Officer's determination; and
- (iii) Any other clauses, terms, and conditions mutually agreed upon.

(2) To the extent consistent with paragraph (c)(1) of this clause, all clauses, terms, and conditions included in this undefinitized contract action shall continue in effect, except those that by their nature apply only to an undefinitized contract action.

(d) The definitive contract resulting from this undefinitized contract action will include a negotiated firm fixed price in no event to exceed \$7,102,580.00.

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> DAAE07-01-G-M002/0023 <b>MOD/AMD</b>	<b>Page</b> 14 <b>of</b> 14
<b>Name of Offeror or Contractor:</b> UNITED DEFENSE, L.P.		

[End of Clause]